



Request for Proposal 07-X-38107

For: Genetic Parentage Testing Service (DNA): DHS, DFD

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	6/14/06	5.00 P.M.
Mandatory Pre-bid Conference	Not Applicable	
Mandatory Site Visit	Not Applicable	
Bid Submission Due Date (Refer to RFP Section 1.3.2 for more information.)	7/6/06	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

Small Business Set-Aside (Refer to RFP Section 4.4.2.2 for more information.)	Status <input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Entire Contract <input type="checkbox"/> Partial Contract <input type="checkbox"/> Subcontracting Only	Category <input type="checkbox"/> I <input type="checkbox"/> II <input type="checkbox"/> III
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RFP Issued By

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0230

Using Agency/Agencies

Department of Human Services (DHS),
Division of Family Development (DFD)
Cooperative Purchasing Members

Date: 5/24/06

Table of Contents

1.0 INFORMATION FOR BIDDERS.....	5
1.1 PURPOSE AND INTENT	5
1.2 BACKGROUND.....	5
1.3 KEY EVENTS.....	6
1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD	6
1.3.2 SUBMISSION OF BID PROPOSAL	6
1.4 ADDITIONAL INFORMATION	7
1.4.1 ADDENDA: REVISIONS TO THIS RFP.....	7
1.4.2 BIDDER RESPONSIBILITY	7
1.4.3 COST LIABILITY	7
1.4.4 CONTENTS OF BID PROPOSAL	7
1.4.5 PRICE ALTERATION.....	8
1.4.6 JOINT VENTURE.....	8
2.0 DEFINITIONS.....	9
2.1 GENERAL DEFINITIONS.....	9
2.2 CONTRACT SPECIFIC DEFINITIONS	10
3.0 SCOPE OF WORK.....	12
3.1 CONTRACTOR RESPONSIBILITIES	12
3.2. PHLEBOTOMIST/CERTIFIED LABORATORY TECHNICIAN RESPONSIBILITIES	13
3.3 SUPPLIES FOR SAMPLING.....	13
3.4 IDENTIFICATION OF DONORS	13
3.5 CHAIN OF CUSTODY	14
3.6 SAMPLE/SPECIMEN PICKUP.....	14
3.7 TEST SYSTEMS AND REAGENTS.....	14
3.7.1 RED CELL ANTIGEN (RCA).....	14
3.7.2 WHITE CELL ANTIGENS/HUMAN LEUKOCYTE ANTIGEN (HLA)	14
3.7.3 SPECIFIC TESTS FOR SERUM PROTEINS AND RED BLOOD CELL ENZYMES	15
3.7.4 DNA GENETIC SYSTEM TESTING	15
3.7.5 BUCCAL SWAB	15
3.7.6 NEW TECHNOLOGY FOR GENETIC TESTING.....	16
3.8 INCLUSION/EXCLUSION OF THE PUTATIVE FATHER	16
3.9 REPORT OF TEST RESULTS	16
3.10 COPY OF TEST RESULTS.....	17
3.11 EXPERT TESTIMONY	17
3.12 RESAMPLING	17
3.13 TRAINING STATE/COUNTY PERSONNEL IN SAMPLE COLLECTION METHODS	17
3.14 SAMPLES COLLECTED BY COUNTY/STATE PERSONNEL	18
3.15 GENERAL SUPPORT	18
3.16 QUALITY CONTROL.....	18
3.17 PROFICIENCY TESTING	18
3.18 PROCEDURES MANUAL	18
3.19 OUT-OF-STATE SAMPLING AND ANALYSIS	19
3.20 LABORATORY ACCREDITATION.....	19
3.21 MONTHLY REPORT	20
4.0 BID PROPOSAL PREPARATION AND SUBMISSION.....	21
4.1 GENERAL	21
4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION.....	21
4.3 NUMBER OF BID PROPOSAL COPIES.....	21
4.4 BID PROPOSAL CONTENT	21
4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL	21
4.4.1.1 SIGNATORY PAGE.....	21
4.4.1.2 OWNERSHIP DISCLOSURE FORM	21
4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER	22

4.4.1.4 NOTICE OF INTENT TO SUBCONTRACT FORM.....	22
4.4.1.5 SUBCONTRACTOR UTILIZATION FORM.....	22
4.4.1.6 COOPERATIVE PURCHASING.....	22
4.4.2 PROOF OF REGISTRATIONS THAT MUST BE SUBMITTED WITH THE BID PROPOSAL.....	22
4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE.....	22
4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS.....	23
4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.....	23
4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION.....	23
4.4.3.2 AFFIRMATIVE ACTION.....	23
4.4.3.3 SERVICES SOURCE DISCLOSURE FORM.....	23
4.4.4 TECHNICAL PROPOSAL.....	23
4.4.4.1 MANAGEMENT OVERVIEW.....	23
4.4.4.2 QUALIFICATION REQUIREMENT.....	23
4.4.4.3 CONTRACT SCHEDULE.....	24
4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN.....	24
4.4.4.5 POTENTIAL PROBLEMS.....	24
4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE.....	24
4.4.5.1 LOCATION.....	24
4.4.5.2 ORGANIZATION CHART (CONTRACT SPECIFIC).....	24
4.4.5.3 RESUMES.....	25
4.4.5.4 BACKUP STAFF.....	25
4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM).....	25
4.4.5.6 QUALIFICATIONS OF THE BIDDER.....	25
4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER.....	25
4.4.5.8 SUBCONTRACTOR(S).....	26
4.4.6 PRICE SCHEDULE.....	26
5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....	27
5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS.....	27
5.2 CONTRACT TERM AND EXTENSION OPTION.....	27
5.3 CONTRACT TRANSITION.....	27
5.4 CONTRACT AMENDMENT.....	27
5.5 CONTRACTOR RESPONSIBILITIES.....	27
5.6 SUBSTITUTION OF STAFF.....	28
5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S).....	28
5.8 OWNERSHIP OF MATERIAL.....	28
5.9 DATA CONFIDENTIALITY.....	29
5.10 NEWS RELEASES.....	29
5.11 ADVERTISING.....	29
5.12 LICENSES AND PERMITS.....	29
5.13 CLAIMS AND REMEDIES.....	29
5.13.1 CLAIMS.....	29
5.13.2 REMEDIES.....	30
5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS.....	30
5.14 LATE DELIVERY.....	30
5.15 RETAINAGE.....	30
5.16 STATE'S OPTION TO REDUCE SCOPE OF WORK.....	30
5.17 SUSPENSION OF WORK.....	30
5.18 CHANGE IN LAW.....	30
5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE).....	31
5.20 ADDITIONAL WORK AND/OR SPECIAL PROJECTS.....	31
5.21 FORM OF COMPENSATION AND PAYMENT.....	31
5.21.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD.....	32
5.22 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 01 20 06.....	32
5.22.1 PATENT AND COPYRIGHT INDEMNITY.....	32
5.22.2 INDEMNIFICATION.....	32
5.22.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE.....	33
6.0 PROPOSAL EVALUATION/CONTRACT AWARD.....	34

6.1 PROPOSAL EVALUATION COMMITTEE	34
6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL	34
6.3 EVALUATION CRITERIA	34
6.3.1 BIDDER'S PRICE SCHEDULE	34
6.3.2 BID DISCREPANCIES	34
6.3.3 EVALUATION OF THE BID PROPOSALS	35
6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)	35
7.0 CONTRACT AWARD	36
7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD	36
7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)	36
7.1.1.1 DEFINITIONS	36
7.1.1.2 BREACH OF TERMS OF THE LEGISLATION	36
7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS	37
7.1.1.4 STATE TREASURER REVIEW	37
7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271	37
7.1.2 SOURCE DISCLOSURE REQUIREMENTS	37
7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2	38
7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS	38
7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129	38
7.2 FINAL CONTRACT AWARD	38
7.3 INSURANCE CERTIFICATES	38
7.4 PERFORMANCE BOND	38
8.0 CONTRACT ADMINISTRATION	39
8.1 CONTRACT MANAGER	39
8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES	39
8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER	39

1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the State of New Jersey, Department of Human Services (DHS), Division of Family Development (DFD) for the Office of Child Support Services (OCSS). The purpose of this RFP is to solicit bid proposals with genetic testing laboratories to perform genetic testing to determine parentage for the OCSS and county child support agencies (CCSA).

The intent of this RFP is to award contracts to no more than five (5) responsible bidders whose bid proposals, conforming to this RFP are most advantageous to the State, price and other factors considered. However, the State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

The NJ Standard Terms & Conditions version 01-20-06 will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

The State intends to extend the contract (s) awarded to the Purchase Bureau's cooperative purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, county colleges and State colleges.

Although the State, with the assent of the contractor(s), is making the use of any contract resulting from this RFP available to non-State agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the Local Public Contracts Law or any other enabling statute or regulation.

1.2 BACKGROUND

This is a reprocurement of the contract *Genetic Testing for the Division of Public Welfare, County Welfare Offices* term contract, presently due to expire on August 31, 2006. Bidders who are interested in the current contract specifications and pricing information may review the current contract **T# 0893** at <http://www.state.nj.us/treasury/purchase/contracts.htm>.

The Child Support Enforcement Program was established in 1975 as part D of Title IV of the Social Security Act (Title IV-D). The purpose of the program is to locate non-custodial parents, establish paternity for children born out-of-wedlock, and obtain and enforce child and medical support orders.

In New Jersey, the Program is State supervised and county administered. The DFD, OCSS is the State Title IV-D agency and has a cooperative agreement with the Administrative Office of the Courts (AOC) for the enforcement of child support orders.

County Welfare Agencies (CWAs) are responsible for providing assistance in the location of obligors, assisting in the establishment of paternity and obtaining a court order for child and medical support. The Probation Divisions are responsible for the enforcement and collection of these orders.

Federal regulations under section 45 C.F.R 303.5 require that the Title IV-D agency must identify and use through competitive procurement, laboratories which perform, at reasonable cost, legally and medically acceptable genetic tests which tend to identify the father or exclude the alleged father. The IV-D agency must make available a list of such laboratories to appropriate courts and law enforcement officials and to the public upon request.

It is assumed that county child support agencies will use this contract.

As mandated by Federal regulations 45 C.F.R. 303.5, the OCSS will give the list of genetic testing laboratories awarded a contract to the CCSAs and it is from that list that the county agencies will engage contractors to perform genetic testing for parentage.

The engagement of contractors will vary depending on the needs of the county agency at the time of engagement. For example, engagement may depend on a contractor being available to take samples immediately upon notification, at facilities other than the contractor's own facility or at out-of-State facilities. Engagement may also be dependent on accepting samples collected by State or county personnel or on the contractor being capable of analyzing and reporting results in less than seven (7) days if so notified at the time of engagement. There may be other factors that will impact engagement of a contractor. Since engagement factors will vary, this contract does not establish a prime/alternate contractor ranking that requires counties to use pre-selected and pre-ranked contractors. Instead, it is the intent of this contract to allow counties to select a contractor that best fits their need at the time of the engagement.

The CCSAs will engage a contractor on the contracted list to perform genetic parentage testing in Title IV-D parentage cases where the tests have been requested by the OCSS, CWA or county legal representatives, or where the court has ordered the CWA to pay for genetic parentage testing. The OCSS makes no commitments or guarantees on the number of tests to be performed although it is estimated that approximately 14,200 analyses of all kinds will be performed per year. Contractors shall not impose any restrictions on the CCSAs.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Purchase Bureau will accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to Current Bid Opportunities webpage or to <http://ebid.nj.gov/QA.aspx>

Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders are not to contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

The cut-off date for electronic questions and inquiries relating to this RFP is indicated on the cover sheet. Addenda to this RFP, if any, will be posted on the Purchase Bureau website after the cut-off date (see Section 1.4.1. of this RFP for further information.)

1.3.2 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY**

BID PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED BELOW WILL BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET. THE LOCATION IS AS FOLLOWS:

**BID RECEIVING ROOM - 9TH FLOOR
PURCHASE BUREAU
DIVISION OF PURCHASE AND PROPERTY
DEPARTMENT OF THE TREASURY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NJ 08625-0230**

Directions to the Purchase Bureau can be found at the following web address:

<http://www.state.nj.us/treasury/purchase/directions.shtml>.

Note: Bidders using USPS Regular or Express mail services should allow additional time since USPS mail deliveries are not delivered directly to the Purchase Bureau.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE DIVISION OF PURCHASE AND PROPERTY WEB SITE. TO ACCESS ADDENDA, SELECT THE BID NUMBER ON THE BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

<HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML>.

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

1.4.2 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP.

1.4.3 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.4 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. A bidder may

designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and will advise the bidder accordingly. The location in the bid proposal of any such designation should be clearly stated in a cover letter. **The State will not honor any attempt by a bidder either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.**

All bid proposals, with the exception of information determined by the State or the court to be proprietary, are available for public inspection.

Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.5 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award from being made to the bidder.

1.4.6 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Disclosure of Investigations and Actions Involving Bidder, Affirmative Action Employee Information Report, MacBride Principles Certification, and Business Registration or Interim Registration must be supplied for each party to a joint venture.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as result of this RFP.

Addendum – Written clarification or revision to this RFP issued by the Purchase Bureau.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Amendment – A change in the scope of work to be performed by the Contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

Bidder – An individual or business entity submitting a bid proposal in response to this RFP.

Contract – This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

Contractor – The bidder awarded a contract resulting from this RFP. Also referred to as the Implementation Contractor.

County Child Support Agency- County IV-D agency operating under the supervision of the State IV-D agency, responsible for providing assistance in the location of absent parents, assisting in the establishment of paternity and obtaining a court order for child support.

Director – Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division – The Division of Purchase and Property

Evaluation Committee – A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the State unless there is a change in the scope of work.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May – Denotes that which is permissible, not mandatory.

Project – The undertaking or services that are the subject of this RFP.

Request for Proposal (RFP) – This document which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the using Agencies as identified herein.

Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

Should – Denotes that which is recommended, not mandatory.

State Contract Manager – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work as set forth in Section 8.0.

Subtasks – Detailed activities that comprise the actual performance of a task.

State – State of New Jersey.

Subcontractor – An entity having an arrangement with a State Contractor, where the State Contractor uses the products and/or services of that entity to fulfill some of its obligations under its State contract, while retaining full responsibility for the performance of all of its [the Contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the State, only with the Contractor.

Task – A discrete unit of work to be performed.

Using Agency[ies] – The entity[ies] for which the Division has issued this RFP and will enter into a contract.

2.2 CONTRACT SPECIFIC DEFINITIONS

AABB – American Association of Blood Banks

All Inclusive Per Person Test Rate – All direct and indirect costs including, but not limited to: overhead fee or profit, clerical support, travel expenses, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. Time spent in traveling to and from the work site or employee's normal work station should not be included in any estimates. The following are not to be included in the rate; completion of interrogatories or testimony pursuant to Sec. 3.11 or 3.19.5, training pursuant to Sec. 3.13, processing of tests on samples drawn by child support staff, pursuant to Sec. 3.13.4.

AOC – Administrative Office of the Courts

ASHI – American Society for Histocompatibility and Immunogenetics

DFD – Division of Family Development

DHS - Department of Human Services

DNA - Deoxyribonucleic Acid

DOC - Department of Corrections

HLA - Human Leukocyte Antigen

OCSE - Office of Child Support Enforcement, U.S. Department of Health and Human Services, Administration for Children and Families

OCSS - Office of Child Support Services

RCA - Red Cell Antigen

WHO- World Health Organization

3.0 SCOPE OF WORK

The contractor shall collect tissue samples or draw blood from persons within the State or out of the State of New Jersey to perform a battery of defined tests in order to determine parentage probability, as requested by DHS, county legal representative/s, child support representatives or when the court has ordered parentage testing. The contractor shall provide and perform the following services in a professional manner.

3.1 CONTRACTOR RESPONSIBILITIES

The contractor shall collect tissue and/or blood samples, as needed by the child support agencies, at the following locations throughout the State through the use of:

- contractor's Branch Offices
- contractor's laboratories
- CCSAs
- county and municipal health departments
- hospitals
- clinics
- physician's offices
- other appropriate collection sites identified at the time of engagement

3.1.1 The contractor shall provide a list of sample collection sites Statewide that the contractor can make available for parentage testing under this contract. The contractor may increase, change or decrease its sample collection facilities over the term of the contract by notifying the State Contract Manager and providing a revised list of facilities. The State Contract Manager shall notify the county contract users of the changes.

3.1.2 The contractor shall collect samples at Department of Corrections (DOC) institutions and other facilities as requested by the CCSA in accordance with OCSS procedures.

3.1.2.1 The contractor shall work with the OCSS and DOC, as needed, to develop, implement and maintain sample collection facility(ies) at DOC correctional facilities.

3.1.2.2 The contractor shall follow any special sample collection procedures in DOC correctional facilities as approved by the OCSS.

3.1.2.3 The contractor shall abide by any special security procedures at individual DOC correctional facilities. Security procedures may vary from facility to facility.

3.1.2.4 The contractor and DOC correctional facility personnel shall agree and schedule access to a correctional facility in advance of drawing blood. The contractor must arrange for a phlebotomist/certified laboratory technician to be available on the scheduled sample collection day.

3.1.3 The contractor shall not use at-home test kits. Test results from at-home test kits shall be unacceptable and are not recognized by the State of New Jersey's Court System. No county or State user of the contract will pay for results obtained from samples collected with at-home test kits.

3.1.4 The Contractor shall provide trained Phlebotomists/Certified Laboratory Technicians to collect samples, identify samples, preserve samples and prepare samples for delivery to the Contractor's laboratory. The contractor shall provide at least one Phlebotomist/Certified

Laboratory Technician at each sample collection site when the sample will be collected by the contractor.

3.2. PHLEBOTOMIST/CERTIFIED LABORATORY TECHNICIAN RESPONSIBILITIES

3.2.1 The contractor shall provide OCSS and the CCSAs with a toll-free telephone number to contact the Phlebotomist/Certified Laboratory Technician who collects samples during business hours.

3.2.1 The Phlebotomist/Certified Laboratory Technician shall respond to all inquiries from the CCSA staff regarding samples collected, turnaround time of specific test results or questions on the genetic testing process no later than the end of the following business day from receipt of a telephone call.

3.2.2 The contractor shall provide the services of a Phlebotomist/Certified Laboratory Technician during non-business hours for on-site sample collection as requested by the CCSAs.

3.2.3 At the close of each genetic sample collection day, the Phlebotomist/Certified Laboratory Technician shall notify the CCSAs, in writing, of individuals who failed to appear for sample collection.

3.3 SUPPLIES FOR SAMPLING

The Phlebotomist/Certified Laboratory Technician shall provide all supplies necessary for the collection, identification, preservation and preparation of specimens and samples that will be submitted to the contractor's laboratory and shall follow proper chain of custody procedures needed to send the samples to the contractor's laboratory.

3.4 IDENTIFICATION OF DONORS

The Phlebotomist/Certified Laboratory Technician shall adhere to the following procedures to positively identify the mother, putative father, children or other persons from whom samples and specimens are collected at the time and place of sample collection and shall irrefutably link each sample collected with the person donating the sample.

3.4.1 The Phlebotomist/Certified Laboratory Technician shall take instant polarized or digital photographs of each person from whom a sample is collected and label that picture to correspond with the sample collected at the time of collection.

3.4.2 The Phlebotomist/Certified Laboratory Technician shall require each person donating a sample to produce two (2) forms of positive identification, at least one of which contains a picture of the person to be identified (A driver's license and a credit card are examples of acceptable identification).

3.4.3 The Phlebotomist/Certified Laboratory Technician shall take thumb prints of all individuals tested and label those thumb prints to correspond with the sample collected at the time of collection.

3.4.4 Any written information collected about each individual shall be verified with the signature of that person donating the sample or his/her guardian.

3.4.5 The Phlebotomist/Certified Laboratory Technician shall obtain from each donor that person's Social Security number and birth date.

3.4.6 The Phlebotomist/Certified Laboratory Technician shall properly identify tissue and blood specimens and samples. Proper identification shall consist of labeling each sample with a unique identification which shall include, at a minimum, the name of the individual from whom the sample was taken, the Phlebotomist's/Certified Laboratory Technician's name and date of the collection. The accuracy of the labeling process and the label itself shall be verified by the individual or by his/her guardian before the samples are removed from their presence. When a sample consists of a set of several tissue specimens, the individual specimens must be put into a secure container or envelope and the entire sample set labeled with a unique identifier.

3.5 CHAIN OF CUSTODY

The contractor shall utilize a reliable and detailed legal chain of custody process for each sample collected. The chain of custody shall track samples beginning with the collection of tissue samples or drawing of blood through the analysis of those samples. The contractor shall make the chain of custody record available at any court hearing process in which chain of custody is in factual dispute. The contractor's sample collection and laboratory chain of custody procedures must be provided to the OCSS and the counties in writing. At a minimum, the chain of custody procedures must detail sample handling procedures including:

- sample collection and identification procedures
- identification of the Phlebotomist/Certified Laboratory Technician collecting the sample
- sample handling procedures from collection of the sample to delivery of the sample to the laboratory.
- transfer of the sample to the laboratory
- sample storage
- sample custody within the laboratory through analysis of sample

3.6 SAMPLE/SPECIMEN PICKUP

The contractor shall provide a specimen pick up service at each collection site on a daily basis and provide transportation of specimens to be received in the contractor's laboratory within twenty-four (24) hours. All specimens must be transported by laboratory personnel in order to maintain chain of custody.

3.7 TEST SYSTEMS AND REAGENTS

The contractor shall perform a battery of tests, which meet and/or exceed the current standards of the American Association of Blood Banks (AABB) and the American Society for Histocompatibility and Immunogenetics (ASHI). **The contractor must provide to the State Contract Manager a detailed explanation of the tests available for use in parentage testing and the laboratory's quality control procedures on the effective date of the contract and prior to any change during the term of the contract.** The contractor must perform any or all of the following analyses on the genetic system of each donor including:

3.7.1 RED CELL ANTIGEN (RCA)

The contractor shall perform an RCA test twice, with each test performed independently, with controls as specified in the analytical methodology and different sources of reagents. The contractor shall keep records of all reagents that verify that the reagents meet the standards specified in the analytical method on the day of analysis.

3.7.2 WHITE CELL ANTIGENS/HUMAN LEUKOCYTE ANTIGEN (HLA)

3.7.2.1 The contractor shall perform HLA typing including all HLA-A and B antigens which are officially recognized by the World Health Organization (WHO). The contractor(s) may also type for those specificities which have provisional ("W" Prefix) recognition and for which the contractor can obtain appropriate sera.

3.7.2.2 Any terminology used by the contractor on sample records for HLA antigens shall conform to the latest report of the WHO's committee on nomenclature. The contractor shall not identify or use terminology regarding antigens that conflict with WHO nomenclature.

3.7.2.3 The contractor shall ensure that the reactivity of complement in each test is adequately controlled.

3.7.2.4 The Contractor shall perform a cell viability test and record the results. Cell viability must exceed eighty percent (80%).

3.7.2.5 The contractor shall perform all HLA typing of all individuals in a paternity case with the same techniques and reagents and in the same laboratory.

3.7.2.6 Each HLA-A and B antigen shall be identified by at least two (2) different operationally monospecific sera, or by one monospecific serum plus two (2) multi-specific sera.

3.7.2.7 Each test sample must be plated on two (2) separate trays or tray sets, each containing a minimum of one (1) monospecific or two (2) multispecific sera defining HLA-A and B antigens. The trays must be read independently.

3.7.3 SPECIFIC TESTS FOR SERUM PROTEINS AND RED BLOOD CELL ENZYMES

3.7.3.1 Tests for serum proteins and red blood cell enzymes performed by the contractor shall include controls appropriate for the test system used. Each electrophoretic run must include a control (s) expressing a minimum of two (2) allotypes.

3.7.3.2 The contractor shall perform two (2) independent readings of the electrophoretic patterns.

3.7.3.3 In addition to isoelectric focusing tests, conventional electrophoretic techniques should be performed when both methods are necessary to identify common allotypes.

3.7.4 DNA GENETIC SYSTEM TESTING

3.7.4.1 The contractor's DNA genetic system testing shall be performed using analytical procedures approved by the AABB.

3.7.4.2 The contractor's DNA genetic system testing shall include controls for complete DNA digestion in accordance with the approved method.

3.7.4.3 The contractor's DNA genetic system testing shall include the use of DNA standards as specified in the analytical methodology.

3.7.4.4 The contractor's DNA genetic system testing shall include gene frequencies and mutation rate estimations for genes being detected.

3.7.5 BUCCAL SWAB

3.7.5.1 The contractor's DNA genetic system testing using the Buccal Swab tissue collection method and DNA analysis must be performed in accordance with the methodology approved by the AABB.

3.7.5.2 Buccal Swab samples may be collected by either the contractor's personnel or by State/county personnel. Any samples collected by State/county personnel must be collected by personnel trained and certified by the contractor in all the methodologies of sample collection as noted in Section 3.13.

3.7.6 NEW TECHNOLOGY FOR GENETIC TESTING

If during the term of the contract, new technology enhancing the efficiency and reliability of genetic paternity testing becomes the standard, or if equally reliable technology becomes available that is lower in price, the contractor shall notify the State Contract Manager of the new technology and the related standards and methodologies within three (3) months of availability. If the State Contract Manager and the OCSS determine that it is beneficial to the State and county agencies to utilize the new technology, the State Contract Manager will contact all Contractors, obtain prices and information concerning the new analytical procedures as required for all the other analytical methods specified herein and may add the test to the contract as a contract modification as specified in Section 5.4.

3.8 INCLUSION/EXCLUSION OF THE PUTATIVE FATHER

3.8.1 The result of a genetic test may include the positive identification of a putative father. Inclusion shall be determined by using approved genetic system markers which result in a probability of paternity of at least ninety-nine percent (99%).

3.8.2 The result of a genetic test may exclude a person from being identified as a Father. Exclusion shall be based on performing at least (2) approved but different genetic system procedures.

3.8.3 If during the term of the contract, new technology enhancing the efficiency and reliability of the inclusion/exclusion process becomes the standard, the contractor shall make that technology known to the State Contract Manager and shall provide information on the analytical procedures. The State Contract Manager shall provide the contractor with written approval to utilize the new inclusion/exclusion process.

3.9 REPORT OF TEST RESULTS

The contractor shall submit a report of the results of the analysis within seven (7) calendar days after receipt of the samples. The contractor shall submit a laboratory certified and notarized report for each sample analyzed to the staff of the county agency that requested the test. The contractor shall be only paid for those certified and notarized reports that are provided to the CCSA within seven (7) calendar days after receipt of the samples. The contractor shall not be paid for analysis delivered eight (8) or more days after collection of a sample. At the time of engagement, the State/county personnel may require the contractor to deliver test results in less than seven (7) days. The ability of the contractor to deliver test results in less than seven (7) days at no additional cost may be a factor in the engagement of a contractor. Each report shall contain the following:

- a) name, title and qualifications of the laboratory technician that analyzed the sample
- b) date of collection of the samples and date of test

- c) Name of each individual tested and the relationship to child; racial origin(s) assigned by the laboratory to the mother and alleged father(s) for the purpose of calculations.
- d) description of genetic system test (s) performed.
- e) phenotypes established for each individual in each genetic system examined.
- f) statement as to whether or not the alleged father can be excluded and the conclusions therefore

3.9.1 If there is a failure to exclude, the report shall include:

- a) the individual paternity index for each genetic system reported.
- b) the cumulative paternity index.
- c) probability of parentage expressed as a percentage. The report shall include the methodology and calculations used to calculate the probability of paternity.
- d) mathematical or verbal expressions or statements that discuss the probability of parentage that are not specified in the analytical methodology or within this contract may be included in the report by the Contractor. However, including such additional expressions or statements is optional. If the Contractor uses expressions or statements beyond those specified in this contract or in the analytical methods in the report, such expressions must be defined and explained.

3.9.2 An explanation as to the nature of the problem shall be given if the analytical results are inconclusive.

3.9.3 the signature of the laboratory director, or his/her properly qualified designee.

3.9.4 Any photographs, photocopies of identification and thumbprints provided by sample donors taken at the time the tissue or blood samples were collected.

3.10 COPY OF TEST RESULTS

A hard copy of the test results must always be provided to the CWA. The contractor should also have the capability to electronically transfer file data, if requested, to the CWA for scheduling, test results reporting and billing purposes.

3.11 EXPERT TESTIMONY

The contractor shall respond to written interrogatories and/or have an expert familiar with the child support enforcement system available to appear in court to give testimony at the request of the OCSS, in any case where the results and/or the analysis of said results are in dispute. Expert testimony provided by the contractor shall be paid as an additional expense using the hourly price provided on the Price Schedule for written interrogatories, court appearances or testimony given in support of the contractor's tests or results.

3.12 RESAMPLING

The contractor shall provide for any recollection of tissue, redrawing of blood and/or retesting, as required by the OCSS. A retest may also be ordered by the courts, ordered administratively by the CCSA or determined necessary by the laboratory. A re-sampling and retesting shall be paid at the same rate as the original sampling and testing.

3.13 TRAINING STATE/COUNTY PERSONNEL IN SAMPLE COLLECTION METHODS

At times it may be necessary for State or county personnel to collect Buccal Swab samples and have those samples picked up by the contractor for delivery to the laboratory. The contractor

shall provide training and/or seminars on an as needed basis to State and county child support staff, at their request. The contractor shall be paid separately for this training using the training price provided on the Price Schedule. Training shall include, but is not limited to, educating State/County personnel on the contractor's methods to monitor or initiate services with sample donors, to collect Buccal Swab samples, identify and label samples, package samples for delivery to the contractor's laboratory and initiate chain of custody procedures. The contractor shall provide documentation to the State/county agencies that personnel have been trained and shall provide written certification of that training. CCSAs will have the option to have trained; certified child support personnel collect samples instead of the contractor's staff

3.13.1 All training materials must be submitted by the contractor to the OCSS for review and approval. Materials must be approved by OCSS prior to any training.

3.13.2 All training shall be for Buccal Swab sample collection. State/county personnel will not collect blood samples.

3.14 SAMPLES COLLECTED BY COUNTY/STATE PERSONNEL

The contractor shall provide the CCSAs with all supplies required for specimen collection, donor identification, specimen packaging, chain of custody and any other forms or supplies needed by the State/county personnel for the collection of samples, and deliver those supplies to the State/county personnel. The State/county personnel have the option to pick up supplies directly from the contractor should the State/county personnel request to do so.

3.14.1 The contractor shall pickup samples collected by State/county personnel and shall deliver the samples to the laboratory for testing. Pickup and delivery shall be included in the cost of laboratory analysis.

3.14.2 The contractor shall provide the State/county agencies with a toll-free telephone number which State/county personnel may call for assistance between the hours of 8.00 a.m. to 5.00 p.m. EST. should State/County personnel who are collecting samples have questions regarding the sample collection process or if help is needed in unusual situations that require special guidance.

3.15 GENERAL SUPPORT

The contractor shall provide written and/or telephonic consultation to county personnel, county attorney and or the OCSS staff as necessary or requested.

3.16 QUALITY CONTROL

The contractor shall utilize a program of quality control that is comprehensive and includes standardized reagents and equipment as well as trained personnel. Tests must be performed using appropriate sample and controls.

3.17 PROFICIENCY TESTING

The contractor(s) shall participate in available external proficiency testing programs, such as those provided by the Centers for Disease Control and the College of American Pathologist Proficiency Testing Services, in all systems of phenotyping utilized by the laboratory. The laboratory shall obtain satisfactory results in such proficiency testing, proof of which must be furnished to the OCSS upon request.

3.18 PROCEDURES MANUAL

The contractor shall develop and maintain a manual detailing its procedures and policies pertaining to the requirements of this contract, and the collection and analysis of samples. The contractor's procedures manual shall be reviewed and updated annually by the Contractor. The manual and any updates shall be provided to the OCSS upon request.

3.19 OUT-OF-STATE SAMPLING AND ANALYSIS

The contractor may be requested to collect samples from a donor(s) located out-of State. When such a service is requested, the contractor shall arrange for the collection of the sample as directed by the OCSS or county personnel. All procedures for the collection of samples as specified herein shall be followed by the contractor's out-of-State personnel. Samples shall be analyzed in accordance with the procedures specified herein and the contractor shall deliver the same test results and report to the State/county personnel as specified in the contract and the contractor's procedures manual.

3.19.1 The contractor shall provide a list of all out-of-State locations where the contractor is capable of collecting samples to the State Contract Manager.

3.19.2 The contractor(s) shall coordinate all aspects of genetic and blood testing for determination of paternity in any cases that require the collection of samples out-of-State. This service shall include:

- a) identification of collection sites (tissue collection and blood drawing centers) that are available and equipped to send tissue samples/blood drawings back to the laboratory while still maintaining strict chain of custody procedures;
- b) scheduling sample and specimen collection including arranging for the availability of a Phlebotomist/Certified Laboratory Technician;
- c) forwarding all materials, instructions, and forms, needed by the out-of-State Phlebotomist/Certified Laboratory Technician to collect samples and ship those samples to the contractor's laboratory. The materials shall include comprehensive chain of custody procedures so that there are no questions of identity in interstate cases. This is important because in most interstate parentage cases, genetic sample collections/blood drawings are not done at the same location for all of the parties;
- d) coordination of all transportation arrangements for the specimens; and
- e) testimony of expert witnesses who are familiar with how samples were collected in the out-of-State cases including the coordination undertaken with Child Support Enforcement Programs in the state where the samples were collected. The contractor's personnel that testify as to how out-of-State samples were collected shall be paid separately for written or in-court testimony as specified in Section 3.11.

3.20 LABORATORY ACCREDITATION

The contractor shall provide documentation that its laboratory has received the accreditation of the American Association of Blood Banks or the American Society for Histocompatibility and Immunogenetics to the State Contract Manager.

3.20.1 The contractor shall maintain such accreditation through the term of the contract. Should such accreditation change, the contractor shall notify the State Contract Manager immediately

3.20.2 The contractor shall perform only those genetic tests which are acknowledged as reliable by the AABBs or the ASHI.

3.20.3 The contractor's test results must be admissible as evidence of paternity in court without the need for additional foundation testimony or other proof of accuracy as would be needed should the contractor lose its accreditation or not analyze samples according to the procedures specified in this contract.

3.21 MONTHLY REPORT

The contractor shall supply OCSS with a monthly report, to be provided by the 5th of each month, sorted by county of each genetic test performed during the month. The report must contain the IV-D case number, names, birth dates and social security numbers for each individual tested, full cases, partial cases, redraws, inmate collections and the results of the tests.

4.0 BID PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's signatory page, in preparing and submitting its bid proposal.

4.2 BID PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38107.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. **State regulation mandates that late bid proposals are ineligible for consideration. THE EXTERIOR OF ALL BID PROPOSAL PACKAGES ARE TO BE LABELED WITH THE BID IDENTIFICATION NUMBER AND THE FINAL BID OPENING DATE OR RISK NOT BEING RECEIVED IN TIME.**

4.3 NUMBER OF BID PROPOSAL COPIES

The bidder must submit one **(1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. The bidder should submit **eight (8) full, complete, and exact copies** of the original proposal. In addition, the bidder must submit **two full, complete, and exact ELECTRONIC copies** of the original proposal in PDF file format to be viewable by State evaluators using Adobe Acrobat Reader software on compact disk (CD). A bidder failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 BID PROPOSAL CONTENT

The bid proposal should be submitted in one volume and that volume divided into four (4) sections with tabs (separators), and the content of the material located behind each tab, as follows:

- Section 1 - Forms (Section 4.4.1 - 4.4.3.)
- Section 2 - Technical Proposal (Section 4.4.4)
- Section 3 - Organizational Support and Experience (Section 4.4.5)
- Section 4 - Cost Proposal (Section 4.4.6)

4.4.1 FORMS THAT MUST BE SUBMITTED WITH BID PROPOSAL

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38107.shtml>. The Signatory page shall be signed by an authorized representative of the bidder. If the bidder is a limited partnership, the Signatory page must be signed by a general partner. If the bidder is a joint venture, the Signatory page must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation, partnership or sole proprietorship, the bidder must complete the attached Ownership Disclosure Form. A current completed Ownership Disclosure

Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38107.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the Disclosure of Investigations and Actions Involving Bidder form located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38107.shtml>.

4.4.1.4 NOTICE OF INTENT TO SUBCONTRACT FORM

All bidders shall complete the attached Notice of Intent to Subcontract Form <http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38107.shtml> to advise the State as to whether or not a subcontractor will be utilized to provide any goods or services under the contract. If this is a Small Business Subcontracting set-aside contract, the bidder must comply with the Procedures for Small Business Participation as Subcontractors set forth in <http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38107.shtml>.

4.4.1.5 SUBCONTRACTOR UTILIZATION FORM

If the bidder intends to utilize a subcontractor, the Subcontractor Utilization Form <http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38107.shtml> must be completed and submitted with the bid proposal.

4.4.1.6 COOPERATIVE PURCHASING

The bidder is required to complete the Cooperative Purchasing Form if it intends to extend the contract to partners of Cooperative Purchasing. These partners are listed in Section 1.1 of this RFP. The Cooperative Purchasing Form is located on the Advertised Solicitation, Current Bid Opportunities webpage: <http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38107.shtml>.

4.4.2 PROOF OF REGISTRATIONS THAT MUST BE SUBMITTED WITH THE BID PROPOSAL

4.4.2.1 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to www.nj.gov/njbgs to register with the New Jersey Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Section 1.1. of the NJ Standard Terms and Conditions located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38107.shtml>.

4.4.2.2 SMALL BUSINESS SET-ASIDE CONTRACTS

Not Applicable to this procurement.

4.4.3 FORMS THAT MUST BE SUBMITTED BEFORE CONTRACT AWARD AND SHOULD BE SUBMITTED WITH THE BID PROPOSAL.

4.4.3.1 MACBRIDE PRINCIPLES CERTIFICATION

The bidder is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a State contract. The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38107.shtml>.

4.4.3.2 AFFIRMATIVE ACTION

The bidder is required to complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract. The Affirmative Action Forms are located on the Advertised Solicitation, Current Bid Opportunities webpage

<http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38107.shtml>.

4.4.3.3 SERVICES SOURCE DISCLOSURE FORM

Pursuant to N.J.S.A. 52:34-13.2, the bidder is required to submit with its bid proposal a completed source disclosure form. <http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38107.shtml>. Refer to section 7.1.2 of this RFP.

4.4.4 TECHNICAL PROPOSAL

In this Section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work Section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This Section of the bid proposal should contain at least the following information:

4.4.4.1 MANAGEMENT OVERVIEW

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

4.4.4.2 QUALIFICATION REQUIREMENT

The bidder should describe its specific plans to manage, control and supervise the contract to ensure satisfactory contract completion according to the required schedule. The plan should include the bidder's approach to communicate with the State Contract Manager including, but not limited to, status meetings, status reports, etc. Specifically the bidder should:

- a) identify its branch offices and laboratories and any locations it will make available for parental testing.
- b) agree to work with the procedures and requirements of the DOC.
- c) identify the supplies, forms and procedures that the bidder proposes to use in the collection of samples and the identification of donors.
- d) provide chain of custody procedures.
- e) provide its laboratory procedures manual that specifies all the sample analysis procedures that will be used to analyze samples generated under this contract and specified in the Scope of Work, including analytical, quality control, reagent testing, proficiency testing and reporting procedures.
- f) provide an example of its certified and notarized test report.
- g) provide a discussion of the training it will provide to State and county personnel so that they can collect Buccal Swab samples.
- h) identify its out-of-State locations where samples of out-of-state sample donors may be collected.
- i) provide an example of the monthly report to be provided.

4.4.4.3 CONTRACT SCHEDULE

Not applicable to this procurement.

4.4.4.4 MOBILIZATION AND IMPLEMENTATION PLAN

Not applicable to this procurement

4.4.4.5 POTENTIAL PROBLEMS

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

4.4.5 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP.

4.4.5.1 LOCATION

The bidder should include the location of the bidder's office that will be responsible for managing the contract. The bidder should include the telephone number and name of the individual to contact.

4.4.5.2 ORGANIZATION CHART (CONTRACT SPECIFIC)

The bidder should include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-vendor's management, supervisory or other

key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

4.4.5.3 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel who will certify the accuracy of the laboratory test results.

The Contractor should identify the Phlebotomists/Certified Laboratory Technicians that will collect or handle samples under this contract and specify the training and qualifications of those persons.

4.4.5.4 BACKUP STAFF

Not Applicable.

4.4.5.5 ORGANIZATION CHART (ENTIRE FIRM)

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

4.4.5.6 QUALIFICATIONS OF THE BIDDER

The bidder shall provide documentation that its laboratory(ies) received accreditation from the AABB or the ASHI.

4.4.5.7 FINANCIAL CAPABILITY OF THE BIDDER

In order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial statements to include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

If the information is not supplied with the bid proposal, the State may still require the bidder to submit it. The bidder must submit requested financial information within seven (7) days of the request. If the bidder fails to comply with the request, the State may deem the proposal non-responsive.

A bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the Bid Proposal.

The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.

4.4.5.8 SUBCONTRACTOR(S)

- A. **All bidders** must complete the **Notice of Intent to Subcontract Form** whether or not they intend to utilize subcontractors in connection with the work set forth in this RFP. If the bidder intends to utilize subcontractor(s), then the **Subcontractor Utilization Plan** must also be submitted with the bid.
- B. Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.
- C. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- D. The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.
- E. The bidder should provide documented experience to demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

4.4.6 PRICE SCHEDULE

The bidder must submit its pricing using the format set forth in the State supplied price schedule attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the Contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions located on the Advertised Solicitation, Current Bid Opportunities webpage:

<http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38107.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **three years**. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP:

<http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38107.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of **an additional two (2) years, for periods of** one-year by the mutual written consent of the Contractor and the Director.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than **ninety (90)** days beyond the expiration date of the contract.

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the Contractor and the Director.

5.5 CONTRACTOR RESPONSIBILITIES

The Contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due any subcontractor.

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or

payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the Contractor's performance of this contract.

5.6 SUBSTITUTION OF STAFF

If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel, the Contractor will identify the substitute personnel and the work to be performed.

The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The Contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the State Contract Manager.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Section 3.11 of the NJ Standard Terms and Conditions located on the Advertised Solicitation, Current Bid Opportunities webpage.

If it becomes necessary for the Contractor to substitute a subcontractor, add a subcontractor or substitute its own staff for a subcontractor, the Contractor will identify the proposed new subcontractor or staff member(s) and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution or addition.

The Contractor must provide detailed resumes of its proposed replacement staff or of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Contractor in its bid proposal.

The Contractor shall forward a written request to substitute or add a subcontractor or to substitute its own staff for a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the Contractor has received written approval from the Director.

5.8 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be

considered “work for hire”, i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, Contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder. Upon contract award, the bidder or Contractor shall grant the State a non-exclusive, perpetual royalty free license to use any of the bidder/Contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

5.9 DATA CONFIDENTIALITY

All financial, statistical, personnel and/or technical data supplied by the State to the Contractor are confidential. The Contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the Contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

5.10 NEWS RELEASES

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

5.11 ADVERTISING

The Contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.12 LICENSES AND PERMITS

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The Contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

All claims asserted against the State by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.13.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the Contractor fails to comply with any material contract requirements, the Director may take steps to terminate the contract in accordance with the State administrative code and/or authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor.

5.14 LATE DELIVERY

The Contractor must immediately advise the State Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a certain date.

5.15 RETAINAGE

Not applicable to this procurement

5.16 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the Contractor.

Upon receipt of such written notice, the Contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The Contractor shall be compensated for such work effort according to the applicable portions of its price schedule.

5.17 SUSPENSION OF WORK

The State Contract Manager may, for valid reason, issue a stop order directing the Contractor to suspend work under the contract for a specific time. The Contractor shall be paid until the effective date of the stop order. The Contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the Contractor's approved schedule of performance. The Director and the Contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.18 CHANGE IN LAW

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the Contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the Contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.19 CONTRACT PRICE INCREASE (PREVAILING WAGE)

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the contract, the Contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The Contractor must substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

5.20 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The Contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the Contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the Contractor in its proposal.

The Contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original bid proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the Contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the Contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted.

Documentation forwarded by the State Contract Manager to the Director must include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may commence without the Director's written approval. In the event the Contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the Contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

5.21 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the NJ Standard Terms and Conditions, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38107.shtml>. The Contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing

sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the Contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

In addition, primary Contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business subcontractor(s). This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

5.21.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD

Not applicable to this procurement.

5.22 MODIFICATIONS AND CHANGES TO THE NJ STANDARD TERMS AND CONDITIONS VERSION 01 20 06

NJ Standard Terms and Conditions version 01 20 06 are located on the Advertised Solicitation, Current Bid Opportunities webpage
<http://www.state.nj.us/treasury/purchase/bid/summary/06-x-38107.shtml>.

5.22.1 PATENT AND COPYRIGHT INDEMNITY

Section 2.1 of the NJ Standard Terms and Conditions version 01 20 06 is deleted and replaced with the following:

2.1 Patent and Copyright Indemnity

- a. The Contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract.
- b. The State of New Jersey agrees: (1) to promptly notify the Contractor in writing of such claim or suit; (2) that the Contractor shall have control of the defense of settlement of such claim or suit; and (3) to cooperate with the Contractor in the defense of such claim or suit, to the extent that the interests of the Contractor and the State are consistent.
- c. In the event of such claim or suit, the Contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

5.22.2 INDEMNIFICATION

Section 2.2 of the NJ Standard Terms and Conditions version 01 20 06, is deleted and replaced with the following:

2.2 Indemnification

The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance, or in any manner related to the contract, for any and all claims, shall be limited in the aggregate to 500 % of the value of the contract, except that such limitation of liability shall not apply to the following:

1. The contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the contractor under the contract caused by negligence or willful misconduct of the contractor;
2. The contractor's breach of its obligations of confidentiality; and,
3. Contractor's liability with respect to copyright indemnification.

The contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 2.3 of the NJ Standard Terms and Conditions version 01 20 06.

The contractor shall not be liable for special, consequential, or incidental damages.

5.22.3 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 2.3 of the NJ Standard Terms and Conditions regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

d) Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than \$1,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 PROPOSAL EVALUATION COMMITTEE

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 EVALUATION CRITERIA

Bid proposals will be reviewed for all required contents in accordance with RFP section 4.0, including forms, qualifications and financial feasibility. Should more than five (5) qualified bids be received, the five (5) bidders that have the highest number of facilities distributed within the State, with off-site collection sites shall be recommended for contract award.

6.3.1 BIDDER'S PRICE SCHEDULE

For evaluation purposes, bidders will be ranked according to the total bid price located on the Price Sheet located on the Advertised Solicitation, Current Bid Opportunities webpage, <http://www.state.nj.us/treasury/purchase/bid/summary/07-x-38107.shtml>.

6.3.2 BID DISCREPANCIES

In evaluating bids, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the

indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

6.3.3 EVALUATION OF THE BID PROPOSALS

The Evaluation Committee will complete its evaluation and recommend to the Director for award the responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. The Evaluation Committee considers and assesses price, technical criteria, and other factors during the evaluation process.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State reserves the right, pursuant to N.J.S.A. 52:34-12(f), to negotiate the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder. In addition, the State reserves the right to seek a Best and Final Offer (BAFO) from one or more bidders. In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes, in accordance with the following procedure.

The Evaluation Committee will conduct an initial review and determine whether and with which bidder(s) it will negotiate, and will communicate its request to each such bidder. In response, the bidder will submit any required revisions to its proposal.

In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered. It is the intent for this award that all contracts contain uniform pricing.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 REQUIREMENTS OF N.J.S.A. 19:44A-20.13-25 (FORMERLY EXECUTIVE ORDER 134)

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted N.J.S.A. 19:44A-20.13 – 25 on March 22, 2005 the “Legislation”), retroactive to October 15, 2004, superseding the terms of Executive Order 134. Pursuant to the requirements of the Legislation, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

7.1.1.1 DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under “The New Jersey Campaign Contributions and Expenditures Reporting Act.” P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, Limited Liability Company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. The definition of a business entity includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

7.1.1.2 BREACH OF TERMS OF THE LEGISLATION

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of the Legislation, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of the Legislation; or

(viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

7.1.1.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by the Legislation have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a “continuing political committee” within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State’s request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee with the Notice of Intent to Award.

7.1.1.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the Contractor. If the State Treasurer determines that any contribution or action by the Contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

7.1.1.5 ADDITIONAL DISCLOSURE REQUIREMENT OF P.L. 2005, C. 271

Contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c. 271, section 3 if the Contractor receives contracts in excess of \$50,000 from a public entity in a calendar year. It is the Contractor’s responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

7.1.2.1 REQUIREMENTS OF N.J.S.A. 52:34-13.2

Under the referenced statute, effective August 3, 2005, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a Contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

7.1.2.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to the statutory requirements, the intended awardee of a contract primarily for services with the State of New Jersey must disclose the location by country where services under the contract, including subcontracted services, will be performed. The Source Disclosure Certification form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06-x-38107.shtml>.

FAILURE TO SUBMIT SOURCING INFORMATION WHEN REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE BIDDER.

If any of the services cannot be performed within the United States, the bidder shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the bidder to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

7.1.2.3 BREACH OF CONTRACT OF EXECUTIVE ORDER 129

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT.

If, during the term of the contract, the Contractor or subcontractor, who had on contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the Contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions of the RFP, unless previously approved by the Director and the Treasurer.

7.2 FINAL CONTRACT AWARD

Contract award[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest so to do.

7.3 INSURANCE CERTIFICATES

The Contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this contract, naming the State as an Additional Insured.

7.4 PERFORMANCE BOND

Not Applicable to this procurement

8.0 CONTRACT ADMINISTRATION

8.1 CONTRACT MANAGER

The State Contract Manager is the State employee responsible for the overall management and administration of the contract.

The State Contract Manager for this project will be identified at the time of execution of contract. At that time, the Contractor will be provided with the State Contract Manager's name, department, division, agency, address, telephone number, fax phone number, and email address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

For an agency contract where only one State office uses the contract, the State Contract Manager will be responsible for engaging the Contractor, assuring that Purchase Orders are issued to the Contractor, directing the Contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The State Contract Manager is the person that the Contractor will contact **after the contract is executed** for answers to any questions and concerns about any aspect of the contract. The State Contract Manager is responsible for coordinating the use and resolving minor disputes between the Contractor and any component part of the State Contract Manager's Department.

If the contract has multiple users, then the State Contract Manager shall be the central coordinator of the use of the contract for all Using Agencies, while other State employees engage and pay the Contractor. All persons and agencies that use the contract must notify and coordinate the use of the contract with the State Contract Manager.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any contract user that is unable to resolve disputes with a Contractor shall refer those disputes to the State Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the State Contract Manager. The Contractor may contact the State Contract Manager if the Contractor can not resolve a dispute with contract users.